

# EXHIBIT B

MICHAEL PAUL BOWEN  
SAGI GINGER -v- ORLY GINGER

October 05, 2018

1

1 UNITED STATES DISTRICT COURT  
2 SOUTHERN DISTRICT OF NEW YORK  
-----

3 SAGI GINGER,

4 Third-Party Plaintiff,

5 -v-

Civil Action No. 1:17cv8181

6 ORLY GINGER,

7 Third-Party Defendant.  
8 -----

9  
10 DEPOSITION OF MICHAEL BOWEN, a Witness  
11 herein, taken by the Plaintiff, at the offices of  
12 KELLEY DRYE & WARRREN LLP, 101 Park Avenue, 27th  
13 Floor, New York, New York 10178, on Friday, October  
14 5, 2018, at 10:00 a.m., before Jeffrey Shapiro, a  
15 Shorthand Reporter and notary public, within and  
16 for the State of New York.  
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1 A P P E A R A N C E S :

2 KELLEY DRYE & WARREN LLP

3 Attorneys for SAGI GINGER

4 101 Park Avenue, 27th Floor

5 New York, New York 10178

6 BY: JOHN DELLAPORTAS, ESQ.

7  
8  
9 Also Present:

10 Sagi Genger

11  
12 \* \* \*

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2  
3 IT IS HEREBY STIPULATED AND AGREED by  
4 and between the attorneys for the respective  
5 parties hereto, that the filing, sealing and  
6 certification be, and the same are hereby waived;  
7

8 IT IS FURTHER STIPULATED AND AGREED  
9 that all objections, except as to the form of the  
10 questions, shall be reserved to the time of the  
11 trial;  
12

13 IT IS FURTHER STIPULATED AND AGREED  
14 that the within examination may be subscribed and  
15 sworn to before any notary public with the same  
16 force and effect as though subscribed and sworn to  
17 before this Court.  
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1 Whereupon,

2 MICHAEL BOWEN,  
3 after having been first duly sworn, was examined  
4 and testified as follows:

5 DIRECT EXAMINATION

6 BY MR. DELLAPORTAS:

7 Q. State your name for the record.

8 A. Michael Paul Bowen.

9 Q. What is your address?

10 A. My work address is 1633 Broadway, New  
11 York, New York 10019.

12 (Exhibit 1 was so marked for  
13 identification.)

14 BY MR. DELLAPORTAS:

15 Q. Good morning, Mr. Bowen.

16 A. Good morning.

17 Q. So I've marked as Exhibit Kasowitz 1,  
18 the subpoena in this case for Kasowitz Benson &  
19 Torres, LLP.

20 Mr. Bowen, you're here as the corporate  
21 witness for Kasowitz Benson & Torres, LLP?

22 A. Yes. The witness for the entity  
23 Kasowitz, Benson, & Torres.

24 Q. And if I just refer to it for  
25 shorthand as Kasowitz, you will know I'm referring

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2 to the firm?

3 A. Sure or KBT.

4 Q. Yeah, I'll never remember that.

5 Let's go with Kasowitz, but you can refer to it as  
6 KBT if you prefer.

7 So you have a subpoena in front of you?

8 A. I do.

9 Q. If you can turn to Exhibit A.

10 A. Yes.

11 Q. And, specifically, the document  
12 request on subject matters?

13 A. Yes.

14 Q. Do you see numbers one through nine?

15 A. Correct.

16 Q. Did you undertake a search on behalf  
17 of the firm to see what documents you had?

18 A. Yes.

19 Q. And can you describe that search or  
20 that process?

21 A. I made a reasonable inquiry and also  
22 used my own intimate knowledge of the firm's role  
23 in connection with all things Genger.

24 Q. And you have produced in response to  
25 that one document entitled, "First Amendment to

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2 Settlement Agreement and Release"; is that  
3 correct?

4 A. Correct. And I think that's  
5 responsive to Request No. 4.

6 MR. DELLAPORTAS: Okay. So let's  
7 mark that as Kasowitz Exhibit 2.

8 (Exhibit 2 was so marked for  
9 identification.)

10 BY MR. DELLAPORTAS:

11 Q. So, other than this, you have no  
12 responsive documents?

13 A. That's correct.

14 Q. Was anything withheld on privilege  
15 grounds?

16 A. Yes and no. Excuse me.

17 Yes and no, because the primary objection is  
18 relevance, although some documents that we deemed  
19 irrelevant would also be privileged or at least  
20 some of them are.

21 Q. And when you say the primary  
22 objection, where were those objections interposed?

23 A. We can go through them all, but if  
24 you take No. 4 as an example, "All documents  
25 concerning the attached stipulation and the

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2 attached first amendment to stipulation and  
3 release," that would involve documents, for  
4 example, of e-mail of either drafting this thing  
5 or circulating it for signature. And in our view  
6 that's irrelevant.

7 Q. Why is that irrelevant in your view?

8 A. It's irrelevant because it has  
9 nothing to do with identifying assets that belong  
10 to Orly Genger or assets that are to be paid to  
11 Orly Genger.

12 Q. And has Kasowitz served any written  
13 objections in response to the subpoena?

14 A. No. We are interposing the  
15 objections orally.

16 Q. So why don't we go through and you  
17 can tell me what specifically are your objections?  
18 Let's start with No. 1 -- if any.

19 A. Well, we object to it as overbroad  
20 and irrelevant because, again, to the extent the  
21 firm has any knowledge of any agreements where  
22 Orly Genger owes money or is a debtor, it's  
23 irrelevant to property that -- or assets that she  
24 owns or that are to be paid to her. So it's  
25 beyond the scope of Article 52.



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2 On the other hand, if there are documents or  
3 agreements that reflect assets owned by Orly  
4 Genger or that are to be paid to Orly Genger, that  
5 would be responsive and we think relevant and we  
6 undertook a search for that and there are none.

7 Q. Okay. Number 2. Do you have  
8 objections to No. 2?

9 A. No. I think that's completely  
10 responsive. That states, quote, "All documents  
11 concerning any property held by or debts owed to  
12 Orly Genger." We -- the firm has no documents  
13 responsive to that, but we interpose no objection  
14 to that.

15 Q. Okay. What about No. 3? Any  
16 objections to that?

17 A. "All documents relating to the  
18 settlement agreement -- " Right.

19 Well, we object to you using the phrase  
20 "Orly Settlement Agreement" to define that because  
21 it's misleading and confusing. It's not an Orly  
22 Settlement Agreement. What you are referring to  
23 is a settlement agreement between the AG Group and  
24 the Trump group and it's usually referred to as  
25 the "AG/Trump Settlement Agreement."

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2 And because of that agreement or, quote,  
3 unquote, "all documents relating to that  
4 agreement," has nothing to do with property owned  
5 by Orly Genger or property or assets to be paid to  
6 Orly Genger. That entire request, at least  
7 Subpart A, is irrelevant.

8 Q. Why in your -- I'm sorry. I didn't  
9 mean to cut you off.

10 A. Okay. Subpart B, "any escrow  
11 accounts, arrangements, to the extent that it was  
12 for the benefit of Orly Genger" meaning the escrow  
13 assets belong to her or are to be paid to her, we  
14 deem that relevant and would produce responsive  
15 documents if any, but I can attest today that  
16 there are none.

17 And the same with Subsection C, "any  
18 promissory notes issued thereunder." So if there  
19 were any promissory notes in the possession,  
20 custody, or control of Kasowitz that were payable  
21 to Orly Genger or reflected assets that she owns  
22 or that are due to be paid to her, we'd deem that  
23 responsive and would produce any documents if any.  
24 But I can attest here today that we are in  
25 possession of none; no such documents.

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2 Q. Okay. We'll circle back to that.  
3 Let's move on. Let's go through the list first.

4 A. Okay. Number 4, I have already spoke  
5 about unless you want me to reiterate it.

6 Q. So you have given us the first  
7 amendment and the stipulation itself, but you  
8 haven't given us any documents related to what you  
9 are interposing and irrelevance objection?

10 A. Correct.

11 Q. Number 5?

12 A. Which states, quote, "All agreements  
13 as to the past, present, or future disposition of  
14 any settlement proceeds under the Orly settlement  
15 agreement," close quote.

16 Again, we object to that phrase Orly  
17 settlement agreement as misleading and potentially  
18 misleading and potentially false.

19 But if you are referring to the AG/Trump  
20 Settlement Agreement, which we think you are, if  
21 there were agreements that reflected assets owned  
22 by Orly or to be paid to Orly under that  
23 settlement agreement or in relation to that  
24 settlement agreement, that's relevant in our view  
25 and we would produce such documents if any

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2 existed. And we did search for such documents,  
3 but I can attest, on behalf of the firm, there are  
4 no such documents in our possession, custody, or  
5 control.

6 Q. Let's go to No. 6. Any objections to  
7 that?

8 A. Quote, "all accounts, statements for  
9 any escrow accounts related to the" -- what you  
10 call the "Orly Settlement Agreement."

11 Again, the same objection as misleading,  
12 intentionally so, but the AG/Trump Settlement  
13 Agreement. If there were account statements for  
14 escrow accounts that reflected assets owned by  
15 Orly or to be paid to Orly Genger, we would  
16 produce those, but I can attest that we're not,  
17 you know, we're not in custody, possession, or  
18 control of any such accounts.

19 In fact, I don't mind telling you that we  
20 are not in possession, custody, or control of any  
21 account statements or any escrow accounts relating  
22 to the AG/Trump Settlement Agreement, period.

23 Q. Okay. Number 7. Do you have any  
24 objection to that?

25 A. Quote, "All documents concerning any

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2 indemnity demands and/or indemnity payments made  
3 under the Orly settlement agreement." The same  
4 objection as using that phrase to be potentially  
5 misleading.

6 We read that as referring to the AG/Trump  
7 Agreement. It is kind of a vague, ambiguous  
8 objection there. I'm not really sure what you are  
9 asking. Maybe you can clarify that today, but I  
10 can say we're not aware of any -- the firm is not  
11 aware of indemnity demands and/or indemnity  
12 payments related to the AG/Trump Settlement  
13 Agreement period.

14 But we would deem, if we were aware or had  
15 such documents and they reflected Orly's assets or  
16 assets to be paid to Orly, we would deem that  
17 relevant and responsive.

18 But like I said, I can go beyond that and  
19 say we are not aware of any indemnity demands,  
20 period. But that is subject to you clarifying  
21 what you really meant by that. I may be  
22 misinterpreting that.

23 Q. We will come back to that, let's just  
24 get through our list.

25 Number 8. Any objections to that?

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2 A. Quote, "All payments made to any  
3 person or entity pursuant to the Orly Settlement  
4 Agreement." The same objection as intentionally  
5 misleading by referring to it as the "Orly  
6 Settlement Agreement" it is the AG Group/Trump  
7 Group Settlement Agreement.

8 With that understanding, if we had records,  
9 meaning the firm, of payments to Orly or that were  
10 to be paid to Orly in relationship to that -- in  
11 relation to that particular settlement agreement,  
12 but this is also subsumed under your first  
13 request, those documents, in our view, would be  
14 responsive and relevant and we would produce them,  
15 if any.

16 To the extent that you are asking about  
17 other people that -- that are not Orly or that  
18 don't reflect assets owned by her or to be paid to  
19 her, we would object that that is beyond the scope  
20 of Article 52 and irrelevant and not responsive.

21 Having said all of that, on behalf of the  
22 firm, I can attest that there are -- the firm is  
23 in possession of no records whatsoever of any  
24 payments made under this AG/Trump Settlement  
25 Agreement.

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2 Q. Lastly, No. 9, "All non privileged  
3 communications regarding any of the forgoing  
4 subjects."

5 A. Everything I said previously would  
6 apply to that.

7 Q. Incorporate all of your prior  
8 objections?

9 A. Right. Obviously, you're -- you're  
10 subpoenaing a law firm that represents Orly  
11 Genger. Every single one of these requests could  
12 impinge upon privilege; so it could be the case  
13 that there are e-mails and other types of  
14 documents that would be attorney-client privilege  
15 and work-product privilege, and we're not  
16 undertaking to do a log because we think that is  
17 overly burdensome and bordering on harassment.

18 And when you subpoena a law firm that  
19 represents a person that you are adverse to, I  
20 assume you're expecting a lot of it to be  
21 privileged.

22 Q. So, other than what you have just  
23 stated, does Kasowitz have any further objections  
24 to Nos. 1 through 9?

25 A. I don't think so.

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2 Q. Let's go back to No. 7, because that  
3 one, I think, you asked for clarification on?

4 A. Correct.

5 Q. Have you read the -- what you refer  
6 to as the AG/Trump Settlement Agreement?

7 A. Only in part and a long time ago.

8 Q. Okay. Are you aware that there are  
9 two promissory notes that were issued pursuant to  
10 the Trump Group -- AG/Trump Group Settlement  
11 Agreement for \$7.5 million each?

12 A. There are promissory notes by the  
13 Trump Group if I am remembering correctly, yes.

14 Q. Okay. And those payments, to the  
15 best of your knowledge, have not been made yet;  
16 correct?

17 A. To the best of the firm's knowledge  
18 -- I mean, the firm had no knowledge of that  
19 whatsoever.

20 Q. Okay. Do you recall in reading the  
21 agreement that the Trumps have certain rights to  
22 deduct defense costs and other related legal costs  
23 for indemnification and whatnot?

24 A. Correct, yes.

25 Q. From those ultimate payments of \$15



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2 million?

3 A. That's my understanding, yes.

4 Q. Okay.

5 A. And when I say "my" I mean on behalf  
6 of the firm.

7 Q. Yeah. I'll just -- everything from  
8 this point forward, I will have an understanding  
9 if you say "my" you mean the firm and if I say  
10 "you" I mean the firm.

11 A. If there are any singular pronouns, I  
12 mean, I'm speaking with the royal we.

13 Q. Yeah. I'll assume the royal we  
14 unless you specify other words and you can assume  
15 from me the royal we unless I specify you  
16 personally?

17 A. Understood.

18 Q. So with that clarification, do you  
19 have any documents responsive to that demand?

20 A. Well, with that clarification, the  
21 firm is unaware of any documents relating to those  
22 two promissory notes or the Trump Group's claim of  
23 offset on promissory notes that relate to assets  
24 owned by Orly or to be paid to Orly.

25 Q. Okay. So you have intentionally

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2 narrowed the request to your view of anything  
3 that's relating to payments to be made to Orly?

4 A. Or that reflects assets she owns.

5 Q. Okay. And why in your view would  
6 indemnity demands by the Trump Group not relate to  
7 any assets owned by Orly or to be paid to Orly?

8 A. You are dealing with the scope of the  
9 firm's understanding of this, so with that caveat,  
10 the payments that are due under the AG/Trump  
11 Settlement Agreement, and under those two  
12 promissory notes, are to the AG Group and not to  
13 Orly.

14 Q. Okay.

15 A. If there is some arrangement within  
16 the AG Group that allocates any portion of the  
17 payments to Orly, the firm is unaware of it.

18 Q. Is the firm aware of any arrangement  
19 with respect to the payment of the remaining  
20 proceeds at all?

21 A. My hesitation in answering that  
22 question is that it may be impinging on privileged  
23 information. To the extent that we have that  
24 information, it would be in the attorney-client  
25 relationship with Orly. And I'm not at liberty to

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2 waive privilege, so I would assert privilege as to  
3 that question on behalf of Orly Genger as the  
4 owner of the privilege.

5 Q. Well, you declined to produce  
6 documents responsive to our requests on the ground  
7 that Kasowitz affirmatively takes the position  
8 that there is no arrangement that Orly will get  
9 any of that money. Do I understand that  
10 correctly?

11 A. No. You misstated my testimony.  
12 It's not that we affirmatively understand that  
13 Orly is not getting any of that money, it's that  
14 the Kasowitz has no information.

15 Q. Does that include Mr. Hirschman when  
16 you say, "Kasowitz has no information"?

17 A. Well, Mr. Hirschman is Orly Genger's  
18 spouse, so he may have information qua spouse, but  
19 not as a partner in the firm. And I frankly don't  
20 know what is in his head.

21 Q. Okay. So nobody in -- in making the  
22 decision not to produce documents responsive to  
23 this request on the ground that Orly wasn't  
24 getting any of the money, nobody asked  
25 Mr. Kasowitz as to his knowledge of the ultimate

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2 disposition of the \$15 million? I'm sorry,  
3 Mr. Hirschman?

4 A. I understood you meant Mr. Hirschman.

5 Well, I'm not going to get into any  
6 methodology that I used in preparing for the  
7 deposition because that's privileged work product.  
8 I am testifying under oath that I made a  
9 reasonable inquiry and a reasonable search. And  
10 your question was -- I'm sorry. I lost your  
11 question.

12 Q. In deciding not to produce documents  
13 responsive to the subpoena on the ground that they  
14 do not relate to payments ultimately to be made to  
15 Orly Genger, did the firm inquire with its  
16 partner, Mr. Hirschman, to confirm that in fact  
17 none of the \$15 million will ultimately be paid to  
18 Orly Genger?

19 A. Well, without specifying what  
20 methodology I used to gather information  
21 responsive to this subpoena, and to make decisions  
22 about what is and is not responsive, I can testify  
23 that to firm's understanding and to the firm's  
24 knowledge, none of that money belongs to or is to  
25 be paid to Orly Genger.

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2 Q. And is your position driven by the  
3 fact that on the face of the agreement it says  
4 that the money is to be paid to something called  
5 the "AG Group"?

6 A. I don't understand your question.

7 Q. What is the basis of your  
8 understanding that none of the money is to be paid  
9 to Orly Genger?

10 A. The basis for the firm's  
11 understanding is the knowledge, institutional  
12 knowledge, that we have based on our review of  
13 documents, some of which are privileged, and my  
14 reasonable inquiry of the lawyers at the firm that  
15 have been involved in the Genger matter since the  
16 firm was originally involved.

17 And if you are asking me did we make some  
18 kind of interpretation and are we just basing this  
19 on the interpretation of one document, the answer  
20 is no.

21 Q. Okay. And circling back to my  
22 question: Did anyone inquiry of Mr. Hirschman  
23 about that?

24 A. I'm not going to answer any questions  
25 about methodology that I used on behalf of the

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2 firm to be prepared to answer questions today  
3 because that's a protected work product. But I am  
4 telling you and attesting under oath that I made  
5 reasonable inquiry. I don't mind telling you that  
6 reasonable inquiry would involve communications  
7 with Mr. Hirschman.

8 Q. Is Mr. Hirschman currently a partner  
9 in the firm?

10 A. Yes.

11 Q. Is he an equity partner?

12 A. I don't know what you mean by that.  
13 I'm not sure what that means at my firm. Now I'm  
14 speaking personally, not on behalf of the firm.  
15 The firm knows.

16 I did not do any reasonable inquiry on that  
17 particular question, so I don't know the answer to  
18 that.

19 Q. Okay.

20 A. It's beyond the scope.

21 Q. Well, you know, every firm organizes  
22 their partnership different from every other firm,  
23 but in some cases the title "partner" is just a  
24 title and in other cases it implies what I view as  
25 more of an actual partnership which is an

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2 ownership, and they share the profits and what  
3 have you. So I don't know how Kasowitz organizes  
4 things, but to that extent, would you view  
5 Mr. Hirschman as a either an equity partner or a  
6 true partner or a profit sharing partner?

7 A. That is beyond the scope of what I'm  
8 prepared to attest to on behalf of the firm. I  
9 honestly don't know the answer to that question.

10 Q. Okay. So who, in your view, is the  
11 \$15 million to be paid to?

12 A. Well, the view of the firm is that  
13 the money is to be paid into -- into, I guess, a  
14 trust or into an escrow -- I forget how the  
15 wording works -- into an escrow that's to be held  
16 by me personally and in -- I shouldn't say  
17 personally, but me in my capacity as partner with  
18 the Kasowitz firm. But the disposition of that  
19 money, once -- if it is ever received -- is up to  
20 the AG Group.

21 Q. When you say, "the AG Group" what do  
22 you mean by that?

23 A. Well, the AG Group is defined in the  
24 AG/Trump Settlement Agreement.

25 Q. Let's go ahead and mark that as

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Kasowitz 3.

(Exhibit 3 was so marked for  
identification.)

BY MR. DELLAPORTAS:

Q. So if you look on the opening  
paragraph, there is the description of the AG  
Group. Do you see that?

A. Yes.

Q. When you refer to the AG Group are  
you -- what you are referring to is consistent  
with this definition?

A. Yes.

Q. And so the definition has the AG  
Group including Arie Genger; is that right?

A. Yes.

Q. And Orly Genger?

A. Yes.

Q. And Arnold Broser?

A. Yes.

Q. And David Broser?

A. Yes.

Q. And it says, "In their individual  
capacity on behalf of all entities managed, owned  
or controlled in any way by Arnold or David Broser



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2 and which are in any way relating to the subject  
3 matter hereof."

4 Do you see that? It's lines 4 and 5?

5 A. Yes. That's the -- you read the  
6 parenthetical after David Broser? Yes.

7 Q. So, what entities are those?

8 A. I have no idea.

9 Q. You don't know any -- you don't know  
10 the names of any entities associated with Broser?

11 A. No.

12 Q. Let's go back to Kasowitz 2 --

13 A. Okay.

14 Q. -- which is the first amendment.

15 A. Right.

16 Q. What are the circumstances by which  
17 this came about?

18 A. I'm not sure that's within the scope  
19 of your subpoena, but I'm willing to give you some  
20 leeway.

21 Q. I think there is a whole category.

22 Well, all documents concerning any property  
23 -- it's No. 4. So you can answer, you can object,  
24 but that's my question.

25 A. Well, I object that it's outside the

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2 scope of the subpoena. Your authority is to look  
3 for assets that belong to Orly Genger or that are  
4 to be paid to her. I don't see how the context of  
5 this first amendment has anything to do with that  
6 for the reasons we just discussed.

7 Q. Yet you produced it.

8 A. Yes. Yes, we did because you  
9 specifically asked for it and you produced a copy  
10 to us but it was unsigned so we gave you the  
11 executed copy.

12 Q. Okay. And you would agree --

13 A. Just so it's perfectly clear that you  
14 have the operative document.

15 Q. Okay. And you would agree with me,  
16 wouldn't you, that this document contemplates an  
17 eventually payment of up to \$15 million to you;  
18 correct?

19 A. No.

20 Q. No? What does it do? You tell me.

21 A. It is a mechanism for payment under  
22 the AG/Trump Settlement Agreement that goes into  
23 an escrow account that would be set up by me  
24 and/or the Kasowitz firm per direction from the AG  
25 Group.

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2 Q. And so when you say, "direction by  
3 the AG Group," what would you consider to be  
4 direction by the AG Group?

5 A. I don't know how else to describe  
6 what I just described.

7 Q. Let's assume a year from now \$15  
8 million comes in. What will it take for you to  
9 make a payment to anyone of that \$15 million?

10 A. It would take direction from the AG  
11 Group.

12 Q. Meaning what?

13 A. Meaning direction from the members of  
14 the AG Group.

15 Q. Meaning Arie Genger, Orly Genger, and  
16 the two Brosers?

17 A. That's how it's defined to the firm's  
18 understanding in the relevant documents.

19 Q. Okay. So, the only way you will  
20 release the proceeds at some -- if such proceeds  
21 should come in the future -- is from a written  
22 instrument signed by Arie Genger, Orly Genger,  
23 Arnold Broser and David Broser?

24 A. I don't know if there is a  
25 requirement for a written instrument. It may be

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2 right. I don't -- it's beyond the scope.

3 Q. Well, let's say they all get on the  
4 phone with you. Let's take out writing.

5 A. What is the question?

6 Q. Is it correct that the only way you  
7 will release the proceeds is if you are instructed  
8 by all four of those individuals to do so in the  
9 same manner?

10 A. No, that is not correct.

11 Q. How is it incorrect?

12 A. There is no understanding that the  
13 firm is aware of that it's a majority vote or a  
14 consensus vote or anything like that. It's  
15 whatever -- whatever the agreement there is in and  
16 among the members of AG Group, the firm has no  
17 knowledge of that.

18 Q. Is the AG Group a corporation?

19 A. I have no idea.

20 Q. A trust?

21 A. I have no knowledge.

22 Q. LLC?

23 A. No knowledge.

24 Q. When you say you are going to take  
25 instructions from the AG Group, how is that going

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2 to be communicated to you?

3 A. I think that's beyond the scope of  
4 this deposition and beyond the scope of your  
5 authority under Article 52. With that objection,  
6 and without waiving that objection, I'm really not  
7 sure how to answer that question.

8 How would that be communicated to me.

9 Q. Look, in a few days we are going to  
10 go before a judge, just to be frank. The judge is  
11 going to want to know about this \$15 million. You  
12 are the escrow agent for the \$15 million. Clearly  
13 you know the circumstances under which you would  
14 release the \$15 million, so why don't you just  
15 share this with me now so that you don't  
16 unnecessarily annoy the federal judge?

17 A. Is that a question?

18 Q. It's a suggestion. I've asked  
19 several questions and you have been very  
20 disingenuous. Why don't you just try to answer  
21 them.

22 A. Look. I don't understand why you are  
23 making this into a hostile, ad hominem attack on  
24 me.

25 Q. I'm not making an ad hominem on you.

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2 A. I'm speaking on behalf of the firm.

3 I have --

4 Q. You are saying you have \$15 million  
5 and you --

6 A. Excuse me. Let me finish.

7 Q. -- have no idea how it is going to.

8 Do you understand how this is going to look when  
9 the judge sees this transcript? I'm trying to  
10 help because I don't want -- I don't need to make  
11 unnecessary motions. I'm just trying to collect  
12 some money here. I'm not trying to burden the  
13 court.

14 A. You interrupted my answer. You spoke  
15 over me so that the court reporter couldn't take  
16 down what I was saying.

17 Q. Knock yourself out.

18 A. I'm not going to engage in this kind  
19 of argumentative behavior. I thought that we were  
20 going to be here as two professionals talking in a  
21 professional way. You have immediately devolved  
22 into your normal mode of behavior, which is ad  
23 hominem attack and unreasonable speeches on the  
24 record.

25 Everything you said I disagree with. I have

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2 been very clear about the scope of which I'm  
3 prepared to answer and the scope within which we  
4 think your subpoena is authorized.

5 If you want to continue this, you must deal  
6 with me civilly. If you do that again, I'm going  
7 to leave and then you can explain to the federal  
8 judge and you can go look at the ethical rules,  
9 the professional rules which require you to be  
10 civil, why it was you weren't able to complete  
11 this deposition.

12 Q. I have been perfectly --

13 A. Do you want to continue?

14 Q. I have been perfectly civil with you.  
15 Your answers, frankly, are an embarrassment.

16 A. Don't characterize my answers.  
17 That's not being civil. Ask a question. If you  
18 have objections to my answers, you can proceed.

19 Q. Please testify as to under -- what  
20 circumstances you will release the proceeds  
21 pursuant to the document where you are the escrow  
22 agent?

23 A. I have already testified. This is  
24 asked and answered -- I'll interpose that  
25 objection -- at the direction of the AG Group.

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2 Q. What does that mean?

3 A. I don't know how else to explain it  
4 to you.

5 Q. What does it mean?

6 A. What do you not understand about it?

7 Q. Tell me what it means to be at the  
8 direction of the AG Group?

9 A. Well, first of all I object that this  
10 is outside the scope of your subpoena. If you had  
11 a basis to say that some of that money is either  
12 belongs to Orly Genger or is payable to Orly  
13 Genger, you can make that showing and we can have  
14 that discussion.

15 Q. Well, I think we have a document  
16 here --

17 A. We'll probably have to -- excuse me.  
18 I'm in the middle of my answer.

19 Q. Okay.

20 A. We'll probably have to litigate that,  
21 but as of right now I see that outside of the  
22 scope of your authority under Article 52 and  
23 outside the scope of this subpoena.

24 However, without waiving that objection, I'm  
25 willing to give you some latitude which is what I



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2 said and I'm willing to describe to you the firm's  
3 understanding of how this mechanism works.

4 Q. So please proceed.

5 A. Well, I have already told you that  
6 the AG Group has to give direction about how the  
7 money is disbursed after it hits the escrow  
8 account held by the firm.

9 Q. Uh-huh.

10 A. You asked me how is that direction  
11 going to be communicated. My response is, on  
12 behalf of the firm, however the AG Group wants to  
13 communicate it. It can be in writing, it can be a  
14 phone call. It would have to be something that  
15 could be documented I would assume just to, you  
16 know, discharge our recordkeeping responsibilities  
17 to show the flow of the money and, you know, 1099s  
18 and whatnot.

19 And then you are asking me who can speak on  
20 behalf of the AG Group whether it has to be all  
21 four in consensus, whether it has to be a majority  
22 vote, whether somebody else can speak on behalf of  
23 the AG group and my answer is: We don't have any  
24 information about any agreements between the AG  
25 Group. We're not aware that there is any dispute

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2 among the members of the AG Group, that there is  
3 any agreement among the AG Group about who can  
4 direct the money and who can't direct the money  
5 maybe. If that -- maybe that will become an issue  
6 down the road but we are not aware of it.

7 Q. Are you aware of anyone who is  
8 authorized to speak on behalf of the AG Group?

9 A. Well, my understanding is that the  
10 members of the AG are reflected in Exhibit 3,  
11 these four individual people, and then the  
12 entities as you have pointed out. I'm not aware  
13 of any issue about who the spokesperson for the  
14 group can be.

15 If you are asking me can I identify who the  
16 spokesperson for the group is, the answer is no.  
17 We're not aware that a spokesperson has been  
18 designated. We're not aware that it's an issue.

19 Q. Well, let me ask you: \$15 million  
20 comes in, Arie Genger calls you up and says, I'm  
21 speaking on behalf of the AG Group, will you send  
22 him the money?

23 A. I can't really answer that question.  
24 It's a hypothetical. I'm not -- again, I think  
25 it's outside the scope of the subpoena so I'll

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object on that basis, but in the spirit of giving you some latitude so that you have some transparency into this arrangement at least as far as the firm is aware, the answer is maybe yes, maybe no. I mean, if we don't hear from the other members of the group that there is some dissension, then the answer would be that we would follow that direction, hypothetically speaking.

Q. If I ask that question for Orly Genger, would you give the same answer?

A. If Orly Genger called up speaking on behalf of the AG Group? Yes, the same answer.

Q. What about Arnold Broser?

A. Same answer.

Q. David Broser?

A. Same answer.

Q. Has any money been received pursuant to this document?

A. No.

Q. This Kasowitz 2?

A. No.

Q. Okay. Have there been any communications with members of the Trump Group about potential receipt of this money pursuant to

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2 this document?

3 A. Well, the trump Group signed Exhibit  
4 2, the members of the Trump Group did, so yes.

5 Q. Were new notes issued pursuant to  
6 this document?

7 A. No.

8 Q. Promissory notes?

9 A. I think there were amendments. It  
10 might have been a supplemental amendment. I don't  
11 recall. It just reflects the same information  
12 that's in this amendment.

13 Q. I'm sorry. Can you just read that  
14 back.

15 A. I will explain. If you read Exhibit  
16 2 you will see that it's making amendments about  
17 the direction of how the Trump group is to route  
18 the money. I believe and I'm going from memory  
19 here, that the note itself -- the originally  
20 issued note -- refereed to Watell.

21 That there was either a supplemental  
22 attachment to the note or an amendment to the note  
23 that substituted Kasowitz firm, me, for Watell.  
24 Any changes to the note are changes that you see  
25 reflected here.

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2 Q. And Kasowitz was in possession of the  
3 old notes?

4 A. The answer to that is no.

5 Q. What about the new notes? Or the  
6 amended notes?

7 A. Yes.

8 Q. You haven't produced those?

9 A. No.

10 Q. Why haven't you produced those?

11 A. Because we don't see it within the  
12 scope of the subpoena or the scope of your -- the  
13 wording.

14 Q. And the reason?

15 A. If you want it, I will take it under  
16 advisement. I mean, we gave you the executed  
17 version of the first amendment because you gave it  
18 to us unsigned. In the spirit of full  
19 transparency, we wanted you to have the document  
20 that shows that that's the operative agreement so  
21 you don't have any confusion about it.

22 Q. And in your view, why were the  
23 amended subordinated notes production of the  
24 amendment subordinated notes beyond the scope of  
25 the subpoena?

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2 A. Because it doesn't reflect assets  
3 owned by Orly or to be paid to Orly.

4 Q. Why not?

5 A. I don't know what you mean "why not,"  
6 it doesn't.

7 Q. Well, because it's to be paid to a  
8 quote, unquote, group of which Orly is one member;  
9 correct?

10 A. Well, your statement that she is a  
11 member of the AG Group is correct.

12 Q. And the notes are to paid to the AG  
13 Group; correct?

14 A. No. They are to be paid at the  
15 direction of the AG Group.

16 Q. Okay. And the AG Group is not in  
17 itself some sort of corporation or partnership as  
18 far you know. It's not some sort of legal entity;  
19 correct?

20 A. The firm has no information about  
21 that.

22 Q. Okay. But to the best of your  
23 knowledge, you're not aware of any legal entity  
24 created that's known as the AG Group?

25 A. The firm is not.

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2 Q. Okay. So we have notes to be paid at  
3 the direction of a group of which Orly is one  
4 member and yet you are taking the position that  
5 that is not, in any way, relevant to that process  
6 by which we seek to identify assets potentially  
7 payable to Orly Genger herself?

8 A. That's correct because as I testified  
9 earlier, it is the firm's understanding that there  
10 is no -- there is no arrangement that any amount  
11 of that money is to be paid to Orly or that she  
12 owns or has any claims to any amount of that  
13 money.

14 Q. What is the firm's understanding as  
15 to how that money is to be disbursed if received?

16 A. It's up to the AG Group. It has  
17 nothing to do with any kind of ownership claim by  
18 Orly.

19 Q. Has the AG Group shared that  
20 understanding with Kasowitz?

21 A. That's the firm's understanding. I'm  
22 not going to try and parse out what part of that  
23 may be protected by privilege and what part of it  
24 is coming through third party communications. I'm  
25 not in a position to do that.

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2 Q. Well, has the AG Group shared its  
3 intention as to how, if the money is received, it  
4 intends to direct you to disburse it?

5 A. No. Other than it's our  
6 understanding, again, based on communications that  
7 I can't parse out, that Orly Genger has no claim  
8 to any of that money nor is any of that money  
9 being paid to her.

10 Q. What is your understanding based on?

11 A. I already explained to you that I  
12 can't parse out what communications that's based  
13 on because some are privileged and some are not.  
14 And it's just -- it's an impossibility to try and  
15 make that kind of fine distinction, but it  
16 involved communications with our client and it  
17 involved communications with the members of the AG  
18 Group.

19 Q. Okay. Is Arnold Broser a client of  
20 the firm with respect to this matter?

21 A. Not with respect to the Gengers, no.

22 Q. With respect to anything else?

23 A. No. Well, I don't know.

24 Q. That you are aware?

25 A. Well, I -- I don't know.



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2 Q. In which you, Michael Bowen, are  
3 aware?

4 A. Well, I'm not really here testifying  
5 on my behalf to try and move this along. I can  
6 say that it's without the scope of the subpoena so  
7 I didn't do any reasonable inquiry trying to  
8 figure out if the firm represents the Brosers in  
9 any, you know, any other matter totally unrelated  
10 to this. I have no knowledge of that. I guess,  
11 just to help you, I will volunteer in my  
12 individual capacity, I have to idea.

13 Q. Let me just limit it to this.  
14 Limited to this, Arnold Broser is not a client of  
15 the firm?

16 A. That's correct.

17 Q. And what about David Broser?

18 A. Same answer.

19 Q. What about Arie Genger?

20 A. Arie Genger is a little more  
21 complicated because we -- the firm has appeared on  
22 his behalf in some of his litigations involving  
23 disputes with Sagi Genger, who may or may not be  
24 related to this settlement agreement because it's  
25 so convoluted. I don't know the answer to that.

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2 Q. With respect to this settlement  
3 agreement, you are not able tell me whether the  
4 firm believes it has a privileged attorney-client  
5 relationship with Arie Genger?

6 A. That's correct. I'd have to look  
7 into that.

8 Q. And the reason I ask is because you  
9 declined to answer certain questions with regard  
10 to your knowledge of the ultimate disposition o  
11 these proceeds on privileged grounds.

12 So, when you make that objection, are you  
13 specifically speaking of Orly's privilege or are  
14 you speaking also of a potential privilege with  
15 Arie?

16 A. Well, I haven't declined to answer  
17 anything. I have answered all of your questions.  
18 I have interposed objections that constrain the  
19 information that I can provide.

20 It is certainly the case that we represent  
21 Orly Genger in all aspects of her dispute --  
22 disputes, plural, with Sagi Genger, and certainly  
23 in connection with the AG/Trump Group Settlement  
24 Agreement so that prohibits me from divulging  
25 communications that we have had with members of

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2 the AG Group to come to conclusions or the  
3 understanding that we have. It's not really  
4 conclusions, it's really just our understanding.

5 Q. So you are declining or you feel  
6 constrained not to identify communications with  
7 any of the four members of the AG Group? Is that  
8 what I understood your last answer to mean?

9 A. I can't parse out how we came to the  
10 understanding based on who told us what, because  
11 some of that is privileged and I'm not going to  
12 give you unprivileged communications so you can  
13 deduce privileged information.

14 Q. Well, let's put aside what I can  
15 deduce and not deduce. You have made a statement  
16 that Kasowitz believes that none of the \$15  
17 million will ultimately be paid to Orly. I have  
18 asked you the basis for that understanding and you  
19 said it's -- you're constrained by the privilege  
20 from answering it. I have asked who that  
21 privilege is with --

22 A. I've got to correct you.

23 Q. Hold on. Let me finish and then you  
24 can correct everything I said that is wrong.

25 I've asked you the basis for who you had the

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2 privilege with, and you said, "Orly and maybe  
3 Arie." What I'd like for you to do is to identify  
4 for me any communications you have had with anyone  
5 who is not Orly Genger or Arie to the extent you  
6 are maintaining a privileged relationship with him  
7 with respect to this matter with regard to the  
8 ultimate disposition of the \$15 million?

9 A. I can't answer that question because  
10 you -- you made some misstatements in there about  
11 what I have said just moments ago. So I can't  
12 adopt your long preamble and now, because you  
13 interrupted me when I tried to correct you, I  
14 don't remember what it was you were saying that it  
15 was mistaken.

16 Q. I can do without the preamble.

17 A. I'd like to correct the preamble.

18 Q. You can read it back and make any  
19 corrections you want.

20 (Readback of prior question.)

21 THE WITNESS: So you are mistaken in  
22 saying that I'm constrained from telling  
23 you the basis for the understanding. I  
24 told you the basis for the understanding.  
25 You didn't ask to get into the

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2 communications that -- the substance of  
3 the communications that the firm has had,  
4 I presume the question is with each member  
5 of the AG Group on that topic, and my  
6 answer to that is:

7 Because of the privilege, I cannot  
8 parse out which information came from  
9 which member of the AG Group, or how many  
10 discussions we had over what period of  
11 time or who had these discussions on  
12 behalf of the firm. That's not within the  
13 scope of preparing for this deposition so  
14 I don't have that information at my  
15 fingertips.

16 And then, on top of that, there are  
17 privilege concerns because some of that  
18 information certainly came from Orly  
19 Genger who is a client and some came from  
20 Arie Genger who may be a client for these  
21 purposes. I'm not clear on that on behalf  
22 of the firm. That would take further  
23 investigation on my part.

24 Q. Let me just limit it to the Brosers.  
25 What communications have you had with Brosers with

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2 respect to the ultimate disposition of the  
3 proceeds?

4 A. Other than telling you that there  
5 were communications with the Brosers between the  
6 Brosers and the firm on that topic I cannot get  
7 into details of the communications. That's not  
8 available to me.

9 Q. Why can't you?

10 A. That's not something that I prepared  
11 in anticipation of the testimony today. I did not  
12 see it within the scope of the subpoena or  
13 relevant to your inquiry.

14 Q. Why did you not see it within the  
15 scope of the subpoena?

16 A. The question is: Did the firm have  
17 an understanding that anything relating to the  
18 settlement agreement or the \$15 million notes, you  
19 know, minus whatever setoffs the Trump Group is  
20 going to claim. And that payment mechanism, if  
21 anything related to that has a relationship to or  
22 assets owned by Orly or assets to be paid to Orly,  
23 and the firm's understanding is that it does not.

24 So how the firm came to that understanding  
25 and what goes into that understanding and what

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2 other people may have claims to that money or  
3 don't have claims to that money, all of that is  
4 irrelevant to us and irrelevant to your subpoena.

5 Once the firm has the understanding that it  
6 is not an asset of Orly and it's not payable to  
7 Orly, that answers your question.

8 Q. And so even if the firm has an  
9 understanding as to whom that money is payable to,  
10 you're not going to share that with me here today?

11 A. It's payable at the direction of the  
12 AG Group, the AG Group has given us no direction  
13 on where the money is to be paid.

14 Q. How do you know that it is not  
15 ultimately to be paid in part to Orly Genger?

16 A. Because our understanding, based on  
17 communications that we have had with members of  
18 the AG Group, Orly has no claim to any of that  
19 money and none of that money is payable to her.

20 Q. What's that understanding -- I'm  
21 sorry, when were those communications made?

22 A. Over the course of multiple years  
23 going back to at least the day of the amendment.  
24 I think even earlier than this. What's the date  
25 of this? June of -- no. This is dated, I think,

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2 last summer, in 2017. It certainly predates that  
3 so it's a series of communications that goes back  
4 many years.

5 Q. When you say, "many years" what is  
6 the start of that?

7 A. When was the trial that we did in  
8 front of Judge Jaffe

9 Q. In 2015?

10 A. Yeah, so it started in that time  
11 period to the present.

12 Q. So who does have a claim to those  
13 assets if not Orly? To those proceeds if not  
14 Orly?

15 A. Well, since it's at the control of  
16 the AG Group, I think the AG Group would have that  
17 understanding. The firm does not.

18 (Recess taken.)

19 BY MR. DELLAPORTAS:

20 Q. I'm going to just clarify one of your  
21 prior answers.

22 A. Sure.

23 Q. When you say that Orly Genger has no  
24 claim to the payments made under the note, are you  
25 saying that the money -- that the money is going



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2 to AG Group, and beyond that you don't know what  
3 they plan to do with it, or are you saying that  
4 you have knowledge that the AG Group will not be  
5 transmitting any of that to Orly Genger?

6 A. The latter.

7 Q. Okay.

8 MR. DELLAPORTAS: I would like to  
9 next mark as Kasowitz 4 a document  
10 entitled: "Satisfaction of Judgment"  
11 dated March 28, 2018.

12 (Exhibit 4 was so marked for  
13 identification.)

14 BY MR. DELLAPORTAS:

15 Q. Mr. Bowen, this is a satisfaction of  
16 judgment in the predecessor case in which your  
17 firm represented Ms. Genger; correct?

18 A. It's a 2014 case?

19 Q. Yes.

20 A. Yes. That's correct.

21 Q. And this payment was -- this  
22 satisfaction was filed on March 28, 2018?

23 A. According to the document, yes.

24 Q. Okay. And the third whereas clause  
25 says that, "Whereas Orly Genger caused the

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2 \$21,005.24 to be paid on March 27, 2018."

3 A. I see that.

4 Q. And it was signed and filed by  
5 Kasowitz; correct?

6 A. Yes.

7 Q. How did Ms. Genger make that payment?

8 A. I have no knowledge.

9 Q. Do you know where the money came  
10 from?

11 A. No.

12 Q. And Kasowitz doesn't know where the  
13 money came from?

14 A. I don't believe so. I don't believe  
15 this went to Kasowitz.

16 Q. How did Kasowitz have the comfort  
17 level to file a statement in federal court saying  
18 a payment was made?

19 A. I don't understand your question.  
20 Are you saying that we didn't have a reasonable  
21 basis to make that statement? Did you receive the  
22 money? Your client should know whether or not he  
23 received the money. We never heard any complaint  
24 that the money was not received.

25 Q. What was the basis for your belief

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2 that the \$21,000 and so forth, was paid by Orly  
3 Genger on March 27, 2018?

4 A. That's beyond the scope of your  
5 subpoena, number one. It's trying to invade  
6 privilege, number two. Number three, do you have  
7 the basis to say the money wasn't paid? Is what  
8 you are saying is that the money was not paid? Is  
9 that what your claim is?

10 Q. Well, I'm just here to ask  
11 questions --

12 A. Is that implicit in your questions?

13 Q. -- not to answer questions.

14 A. Let me put it this way: To the  
15 extent that you are implicit in your question of  
16 the claim that \$21,005.24 reflected on Exhibit 4  
17 was not in fact paid in full satisfaction of the  
18 judgment, then to the extent that that is what you  
19 are saying, we -- we reject that claim. We have  
20 no information that it was not paid.

21 Q. Implicit in my question is that if  
22 Kasowitz was being truthful in his representation  
23 in federal court, then Ms. Genger, at one point in  
24 time, during the course of this litigation, had  
25 access to \$21,000 in order to make that payment.

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2 My question is: Where did that come from?

3 A. That's a false premise. Why would  
4 you possibly say that.

5 (Laughter.)

6 Why are you laughing?

7 Q. Because you are being an idiot.

8 That's fine.

9 A. So you just called me an idiot.  
10 Calling me an idiot in a federal deposition is  
11 against your ethical obligations.

12 Q. Can you answer the question?

13 A. Can you acknowledge the fact that you  
14 just violated your ethical obligations by calling  
15 me an idiot?

16 Q. Can you answer the question?

17 A. Do you want to retract that statement  
18 or do something to try and fix the fact that you  
19 just made another ad hominem attack after I told  
20 you that I will not tolerate that?

21 Q. Can you please answer the question?

22 A. If you acknowledge the fact that you  
23 are out of line and you retract your statement.

24 Q. I will correct it: Your answer was  
25 idiotic.

1 Bowen

2 A. Fine. That's still an ad hominem  
3 attack. Do you think that's better? Do you know  
4 a federal judge is going to be reviewing this  
5 transcript? Fine. I will take that as your -- as  
6 your position. I'll make sure a federal judge  
7 reviews this transcript.

8 Q. Wonderful. Can you now answer the  
9 question?

10 A. State your question again, please.

11 Q. Can you read back the last question.

12 (Question read back.)

13 BY MR. DELLAPORTAS:

14 Q. If Kasowitz was being truthful in his  
15 representation to the federal court that Orly paid  
16 -- cause to be paid \$21,000, implicit within that  
17 is that Orly at one time had access to \$21,000 and  
18 my question is: What is Kasowitz' knowledge with  
19 respect to the source of that asset?

20 A. I can't answer that question because  
21 you have false premises. The fact that somebody  
22 has paid a judgment doesn't mean that that person  
23 had the assets to pay the judgment. You can ask a  
24 third party to pay the judgment. You can obtain  
25 loans which means you are taking on even more debt

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2 to pay the judgment.

3 Q. So which is it?

4 A. So I don't know, but I can't answer  
5 the question with all of those presuppositions  
6 that you put in there, which are not necessarily  
7 true. Leaving that aside, if your question is,  
8 what does the firm know about where Orly Genger  
9 got the money to pay this judgment, this amount of  
10 money that is reflected in Exhibit 4, the answer  
11 is, which I think I told you before, we don't  
12 know.

13 Q. That includes Mr. Hirschman? He  
14 doesn't know how his wife paid that judgment?

15 A. I don't know how a spouse or the  
16 information a spouse had in relationship to a  
17 spouse. I'm not here testifying on behalf of  
18 Mr. Hirschman. And there are spousal privileges  
19 that may or may apply to that information. I can  
20 only speak on behalf of the firm.

21 On behalf of the firm, we have no knowledge  
22 about where that money was sourced from or even  
23 how it was transmitted. I guess I have to look at  
24 how it was transmitted. I may -- the firm may  
25 have that information. It was not something I

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2 prepared for today because you didn't identify it  
3 as a topic in your subpoena.

4 But, in any event, to suggest that Kasowitz  
5 as a firm is acting in bad faith because it didn't  
6 have a good faith basis for filing this  
7 satisfaction of judgment, on behalf of the firm, I  
8 completely reject that and I think it's unethical  
9 and unprofessional for you even to suggest it.

10 That's my answer.

11 Q. First of all, you're being  
12 disingenuous. There was no suggestion that you  
13 were acting in bad -- the firm was acting in bad  
14 faith in filing this piece of paper. I do think  
15 there is a serious question in that regard with  
16 respect to your answers here today but we will  
17 proceed.

18 Is that your signature on page 2 or is that  
19 Mr. Hirschmann?

20 A. Well, I will just note that, once  
21 again, you are making an ad hominem attack.

22 Q. I'm clarifying an allegation you made  
23 against me.

24 A. You're making an ad hominem attack on  
25 me and you are saying I'm acting in bad faith when

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2 I'm here --

3 (Talking over each other.)

4 Q. That's a serious question.

5 A. -- trying to give you serious and  
6 professional and careful answers on behalf of the  
7 firm.

8 Q. Okay. Well, one is them is: Whose  
9 signature is that on page 2?

10 A. Which exhibit?

11 Q. Kasowitz 1.

12 A. That's my signature.

13 Q. And so at the time you made this, you  
14 had no idea how Orly came to pay the \$21,000?

15 A. It's asked and answered, but I will  
16 try and explain it again to you. The firm has no  
17 information about the source of those funds. It  
18 may have information about the mechanism of how  
19 the funds were transferred, but I did not prepare  
20 that information for today. I don't personally  
21 have it and I did not prepare that information for  
22 today, because it was not identified as a topic  
23 for this deposition.

24 By the way, this also doesn't refer to  
25 assets that Orly owns or that are payable to Orly.



1 Bowen

2 Q. And when you say "the firm" you are  
3 excluding Mr. Hirschman who is a partner of the  
4 firm?

5 A. Absolutely not.

6 Q. So you are saying Mr. Hirschman has  
7 no idea where that money came from?

8 A. Absolutely not. I'm speaking only on  
9 behalf of the firm.

10 Q. And you understand that the firm is  
11 comprised of its partners; correct?

12 A. Yes.

13 Q. Mr. Hirschman is one of its partners?

14 A. Yes.

15 Q. If fact, he was the -- listed as the  
16 lead counsel with respect to the matter in which  
17 the satisfaction of judgment was filed.

18 A. That may be.

19 Q. He is not just some random partner  
20 who I picked out of the website. He was actually  
21 the lead partner and lead attorney with respect to  
22 the matter that I'm now asking you about; correct?

23 A. Asked and answered.

24 Q. Okay. And so when you're speaking  
25 that the firm doesn't know where this \$21,000 came

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2 from, are you including Mr. Hirschman in that or  
3 are you excluding Mr. Hirschman from that?

4 A. Speaking on the information that is  
5 available to the firm, qua firm, that  
6 Mr. Hirschman has information available to him,  
7 qua spouse -- I'm not privy to that information  
8 speaking only on behalf of the firm. Speaking on  
9 behalf of the firm, I'm not excluding any  
10 available source of information available to the  
11 firm.

12 Q. And how do you parse through, in your  
13 mind, what Mr. Hirschman knows qua firm versus qua  
14 spouse?

15 A. I don't even know how to answer that  
16 question.

17 Q. It was the basis upon which you  
18 answered the last question so I'd like to probe  
19 the basis on which you answered the last question.

20 A. Let me put it this way: I didn't  
21 interview Mr. Hirschman to invade his marital  
22 relationships with his wife. I didn't ask him  
23 about personal information of any sort at any  
24 time. I am, however, privy to information that  
25 Mr. Hirschman has that's relevant to your

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2 subpoena. And that is available to the firm  
3 meaning it's information that he learned in his  
4 capacity as a lawyer at the firm.

5 Q. When you said you didn't interview  
6 him about his marital communications, did you  
7 interview Mr. Hirschman at all with respect to  
8 your preparation for this?

9 A. I 'm not providing any answers about  
10 what I did to prepare for this deposition other  
11 than saying that I made reasonable inquiry and I  
12 made reasonable searches and drawing upon my own  
13 personal experiences as a partner at the firm, and  
14 as a lawyer for Orly Genger, since we became  
15 involved in the Genger affairs on behalf of Orly  
16 Genger in, I guess, that was 2015.

17 Q. Let me ask you more generally: What  
18 bank accounts are you aware that Ms. Genger  
19 currently has access to?

20 A. The firm is aware of no bank accounts  
21 that she has that is in her name or that belong to  
22 her. I have anecdotal information that -- that  
23 belongs to the firm that she had some kind of an  
24 account that was attached, I think, by your client  
25 that had a few thousand dollars, like, \$8,000 or

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2 something to that extent, which is, I think, part  
3 of this 2014 proceeding, if I remember right.

4 Q. Does Ms. Genger pay for your  
5 services? Pay the firm?

6 A. That's privileged information. I'm  
7 not getting into any financial arrangements  
8 between Orly Genger and the firm other than to  
9 tell you that there is no money or assets that  
10 belong to her or that are payable to her in that  
11 relationship.

12 Q. Can you read that back.

13 (Readback of prior question.)

14 BY MR. DELLAPORTAS:

15 Q. What do you mean by that?

16 A. I mean, there is no money going the  
17 other way. Meaning the firm doesn't hold assets  
18 for Orly Genger and there are no assets or funds  
19 that are payable to Orly Genger that the firm has.  
20 For example, sometimes clients pay a retainer that  
21 has not been charged against yet. There's nothing  
22 like that in this relationship.

23 Q. Okay. Have payments been made during  
24 the relationship from Orly Genger to the firm?

25 A. I'm not privy to answer that

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2 question; it's privileged information.

3 Q. What's your basis for saying that's  
4 privileged information?

5 A. Because the relationship between  
6 attorney-client is highly confidential and most  
7 often privileged. Unless you have some authority  
8 you want to talk about, we can reconsider it. You  
9 have to have a reason if you are going to get into  
10 the financial relationship with an attorney and a  
11 client.

12 Q. Yes.

13 A. Given the fact that you are looking  
14 for assets I'm comfortable in telling you that  
15 there has been no payment of any sort from Orly  
16 Genger to my firm in this year, 2018.

17 Q. What about during the -- since the  
18 lawsuit was filed in October 2017?

19 A. I'm not -- I think that information  
20 would both be irrelevant and protected by  
21 privilege.

22 Q. Why in your view would it be  
23 irrelevant?

24 A. It's not identifying assets that  
25 belong to Orly Genger or that are payable to Orly

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2 Genger.

3 Q. And you don't believe that if Orly  
4 Genger made a payment from an account less than a  
5 year ago, that might not have some bearing on the  
6 location of her assets today? You are so  
7 confident in that that you are willing to have the  
8 direction to yourself not to answer that question  
9 in the context of discovery?

10 A. I don't understand your question. If  
11 your question is: Is the firm aware of the bank  
12 account that it received funds from and the bank  
13 account belongs to Orly Genger, the answer to that  
14 question is no. The firm is not aware -- other  
15 than the one account I identified a moment ago,  
16 which had \$8,000 in it and I believe that was  
17 attached by your client in the prior proceeding,  
18 sub district, I believe, I may be getting those  
19 facts mixed up in my head, but again, to try and  
20 reframe your question so I understand it.

21 If your question is: Did the firm ever  
22 receive any payment from Orly Genger from a bank  
23 account that the firm can identify as belonging to  
24 Orly Genger? The answer is no.

25 Q. When you use the term "belong" --

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2 "an account belonging to Orly Genger," what do you  
3 mean by that?

4 A. I mean an account that is either for  
5 her benefit or that she controls.

6 MR. DELLAPORTAS: We'll mark Kasowitz  
7 5 a document entitled "Satisfaction of  
8 Judgment" dated May 8, 2018.

9 (Exhibit 5 was so marked for  
10 identification.)

11 BY MR. DELLAPORTAS:

12 Q. This is, again, a document that your  
13 firm filed it looks like May 2018. Do you  
14 recognize it?

15 A. Yes.

16 Q. Is that your signature on the second  
17 page?

18 A. Yes.

19 Q. It reflects that a judgment was  
20 satisfied to Ms. Dahlia Genger in the amount of  
21 \$58,059.30.

22 Do you see that?

23 A. Yes.

24 Q. What was the source of the payment  
25 for that \$58,000?

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2 A. The firm has no information about  
3 that.

4 Q. So you are representing that the firm  
5 does not know how Ms. Genger made that \$58,000  
6 payment?

7 A. No. That's a separate question. The  
8 first question was what's the source and the  
9 answer is that the firm does not know the source.  
10 The second question is how the payment was made.  
11 The answer to that is that the firm may have that  
12 information, but I didn't research that and I'm  
13 not prepared to address it because it wasn't  
14 within the scope of your subpoena.

15 Had you identified it I could have given you  
16 a definitive answer. So we made no, you know,  
17 whatever mechanism or method or route the money  
18 went, but I don't have that information at the tip  
19 of my finger tips right here today.

20 Q. So, your view is that Ms. Genger's  
21 access to \$58,000 just a few months ago, was not  
22 within the scope of our subpoena?

23 A. No. I didn't testify to that. I  
24 testified that had you identified that one of the  
25 topics that you wanted to discuss was the method



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2 or manner in which these satisfaction -- excuse  
3 me -- these judgments were paid that are reflected  
4 in these two documents Exhibits 4 and 5, I could  
5 have been prepared to address that because it may  
6 very well be that the firm does know how those  
7 payments were made

8 Q. Well, one of the subjects are  
9 assets --

10 A. Excuse me, one second.

11 Q. -- of Ms. Genger?

12 A. I have to finish that answer.

13 Q. Okay.

14 A. You also said that the fact that she  
15 had access to this money and you made a comment  
16 that that should be relevant within the scope of  
17 your subpoena --

18 Q. One would think.

19 A. Well, I understand that you are  
20 expressing your view -- your own personal view of  
21 that -- but logic kind of dictates that that may  
22 or may not be true because it always is the case  
23 that an impecunious person can have a debt paid by  
24 somebody else on their behalf, now whether that  
25 happened here or not, I have no information. The

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2 firm has no information.

3 Q. So the firm doesn't know where this  
4 money came from either? That's what you are  
5 saying?

6 A. No. Because you keep subtly  
7 changing the question and I think -- I want to,  
8 make sure we are not misunderstanding each other.  
9 If you are asking me the source of the money, the  
10 firm does not know the source of the money.

11 If you are asking where the money came from,  
12 what the manner was in which the money was  
13 transferred from one location to another, was it  
14 by check, was it by wire, or some other type of  
15 electronic transfer, the answer is: We may be  
16 aware of that but I have not prepared that  
17 information for today's deposition.

18 Q. Is the firm aware of where Ms. Genger  
19 currently resides?

20 A. I believe that's outside the scope of  
21 this deposition. I don't understand what her --  
22 where she -- I guess -- well, first of all, I  
23 should clarify: When you say where she resides,  
24 are you asking for her domicile, in the technical  
25 sense of that word?

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2 Q. Interpret it however will yield an  
3 answer.

4 A. Well, the firm is aware that she  
5 primarily resides in Tel Aviv, Israel. And also  
6 that she has an interest in some form that -- I'm  
7 not necessarily -- I may not be remembering  
8 correctly, I believe a condominium in Austin,  
9 Texas. She spends some time there. But I don't  
10 know. And I think there have been public filings  
11 on that. So whatever the public filings are to  
12 the extent that the firm's knowledge on that as of  
13 the time that those filings were made.

14 Q. Does Ms. Genger have any interest in  
15 any other homes other than the two that you just  
16 described?

17 A. Well, I don't know that she has any  
18 interest in the Tel Aviv home. If by "interest"  
19 you mean ownership interest, the firm doesn't have  
20 information about that at all.

21 Q. What do you know about that subject?

22 A. The only information that the firm  
23 has is that she lives there at the address that is  
24 a matter of public record.

25 Q. What about other homes?

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2 A. The firm has no information about  
3 that at all other than the fact that she does have  
4 some type of interest and it may be through  
5 marital property and it may not. I don't know the  
6 ins and outs -- the firm doesn't know the ins and  
7 outs of the Austin, Texas property.

8 Q. When you say "marital property," what  
9 do you mean?

10 A. I'm not using that in any kind of  
11 legal or technical meaning or a term of art  
12 meaning. I just know that sometimes a husband and  
13 wife can own property as joint tenants in common  
14 or income and it's not something where -- it  
15 doesn't necessarily reflect that one spouse or  
16 another actually contributed anything to the  
17 purchasing the property it's just by virtue of  
18 their status of being married that it's considered  
19 to belong to both.

20 Q. What other marital property are you  
21 aware of with respect to Ms. Genger?

22 A. None.

23 Q. Does Ms. Genger have an interest in  
24 her husband's partnership interest?

25 A. The firm is not aware of that. To

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2 the extent it's relevant, the firm is not aware of  
3 it.

4 Q. When you mentioned you made a  
5 reasonable inquiry with respect to the subject  
6 matters of the subpoena, what specifically did you  
7 do?

8 A. I'm sorry?

9 Q. When you say you made a reasonable  
10 inquiry with respect to the subject matters of the  
11 subpoena -- it's a term you've used several times  
12 in deposition -- what, specifically, did you do?

13 A. I'm not going to answer that  
14 question. That is privileged work-product  
15 information. I will repeat what I said before,  
16 which is: I made reasonable inquiries of  
17 personnel at the firm who have knowledge into  
18 Genger matters. I made reasonable searches in the  
19 sense that I looked at information both in  
20 documentary form and otherwise that's available to  
21 the firm that's related to this topic, and the  
22 representation of Orly Genger.

23 And I'm basing it on my extensive knowledge  
24 and participation in representing Orly Genger  
25 since the firm became involved in the very

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2 beginning -- I mean, in the very beginning of the  
3 firm's involvement starting sometime in 2015, I  
4 believe.

5 Q. Where does Mr. Hirschman live?

6 A. Well, I don't think that's relevant.  
7 I don't see how that's relevant to the subpoena.

8 Q. So you are declining to answer?

9 A. I'm declining to answer on the basis  
10 that confidential information about a partnership,  
11 individual partners, is beyond the scope of this  
12 subpoena. If you want to clarify why you think  
13 it's relevant I'm willing to reconsider, but I  
14 don't see any relevance whatsoever.

15 Q. To the best of your knowledge, are  
16 they still married?

17 A. I don't see how that's relevant  
18 either.

19 Q. Okay.

20 A. If you want to explain why you think  
21 it -- I mean, look, one of the things that you  
22 have not ever tried to justify is why you are  
23 trying to interfere or interpose into this private  
24 marital relationship between Ms. Sagi's own sister  
25 and her husband. If you want to explain it, you

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2 can explain it.

3 Q. You just said they had marital  
4 property.

5 A. How -- how --

6 Q. I have an uncollected \$3 million  
7 judgment. Isn't it, at least, marginally rel  
8 event that I inquiry about their marital property?

9 A. You're not asking about their marital  
10 property. Now you are asking about their marital  
11 relationship and whether or not they are still  
12 married.

13 Q. Yes.

14 A. And I guess the question --

15 Q. Isn't that relevant to marital  
16 property if they are in fact still married? No?

17 A. No. Well, first of all, I don't  
18 think it's a valid question. I think it's an  
19 offensive question.

20 Q. An offensive to ask whether they are  
21 still married?

22 A. Yes.

23 Q. Okay.

24 A. Secondly, I'm speaking on behalf of  
25 the firm, and the firm doesn't have information

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2 about the marital status of it's various partners  
3 unless or until there is some reason to notify the  
4 firm about a marriage or a divorce or some other  
5 type of change in status that the firm might need  
6 to be aware of in terms of insurance.

7 I see that you're not really paying  
8 attention to my answer so I am just going to stop  
9 even though my answer is not finished. If you  
10 want to listen --

11 Q. The reporter is capturing you  
12 answers.

13 A. No, I'm not going to speaking when  
14 I'm being treated in this fashion. If you want to  
15 listen to the answer --

16 Q. You're being treated perfectly fine.  
17 Stop making speeches. You are allowed to answer  
18 the question. I didn't interrupt. You  
19 interrupted yourself. You were making a speech,  
20 finish your speech and then we will go on to the  
21 next question. I'm listening. I can do two  
22 things at the same time.

23 A. You were talking to your client.

24 Q. I was not talking to my client. I  
25 was reviewing my notes while I was listening to



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2 your answer. Believe it or not, I'm capable of  
3 doing that.

4 A. Tell me where I was and I will pick  
5 it up.

6 Q. The reporter can tell you that.

7 (Readback of prior question.)

8 THE WITNESS: I got it. So continuing  
9 my answer to the extent that your question  
10 is asking whether or not there has been  
11 any communications with the firm with  
12 respect to Mr. Hirschman marital status  
13 other than the fact he was married to Orly  
14 Genger at some point, I believe, in 2016  
15 if my memory is correct, the answer is no.

16 MR. DELLAPORTAS: Make the next one  
17 marked as Kasowitz Exhibit 6, February 5,  
18 2018 letter.

19 (Exhibit 6 was so marked for  
20 identification.)

21 BY MR. DELLAPORTAS:

22 Q. This is a letter you submitted to the  
23 court.

24 A. Correct.

25 Q. If you go to the last page, the first

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2 full paragraph on page 3.

3 A. Yes.

4 Q. In it you wrote to Judge Freeman  
5 "Orly has attested that long before this action,  
6 she purchased a home in Tel Aviv with her husband  
7 and that she lives there with her infant  
8 daughter."

9 What attestation are you referring to there?

10 A. It would be the sworn declaration  
11 that she submitted in this action.

12 Q. In this case?

13 A. I believe so.

14 Q. Okay. Do you represent Arie Genger  
15 with respect to this matter? I'm talking about  
16 the case we are currently in to today?

17 A. The judgment enforcement case?

18 Q. Yes.

19 A. I don't think he is a party in this  
20 action. We may or may not represent him for  
21 purposes of discovery if and when there is any  
22 discovery propounded on him, but I don't know the  
23 answer to that.

24 Q. So, I will represent to you that we  
25 served a subpoena on him and he did not appear for

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2 that as in fact I e-mailed you a few weeks ago.

3 Are you representing with respect to that

4 subpoena?

5 A. I don't believe so. What do you mean  
6 you e-mailed me about it?

7 Q. I e-mailed you --

8 A. Do you mean me personally or the  
9 firm? Somebody else?

10 Q. I e-mailed you personally.

11 A. About Arie Genger?

12 Q. Yes. I e-mailed you, Mr. Freedman,  
13 and Mr. Montclair --

14 A. Mr. who? I'm sorry.

15 Q. Montclair? Paul Montclair? He was  
16 prior attorney of Arie with regard to our subpoena  
17 and asked if you represented him with regard to  
18 that subpoena?

19 A. You didn't get a response from  
20 anybody at my firm?

21 Q. No, I only e-mailed you.

22 A. When you say Mr. Friedman, who are  
23 you talking about?

24 Q. Leon Friedman. That's another prior  
25 attorney of Mr. Genger.

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2 A. It's possible that I missed that  
3 e-mail. If you didn't include anybody else on the  
4 Kasowitz team. I don't remember it personally.  
5 On behalf of the firm, I have no information that  
6 we represent Arie Genger with respect to any  
7 process that you may or may not have served on  
8 him.

9 Q. In this case.

10 A. I have no information about whether  
11 or not -- right, in this case. Currently. Let's  
12 just say currently. And I don't have any  
13 information about whether you in fact did serve  
14 process on him.

15 Q. Okay.

16 A. So I can't comment on that either.

17 Q. So, suffice it to say that we don't  
18 believe your relevance objections were well taken.

19 Our position is this deposition has to be  
20 continued until the proper documents are produced  
21 and the proper questions are answered, but subject  
22 to that position we have nothing further for  
23 today?

24 A. Okay.

25 (Time noted: 11:41 a.m.)

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THE WITNESS: Read and sign.

(Time noted: p.m.)

\_\_\_\_\_  
MICHAEL BOWEN

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

MICHAEL PAUL BOWEN  
SAGI GENDER -v- ORLY GENDER

October 05, 2018

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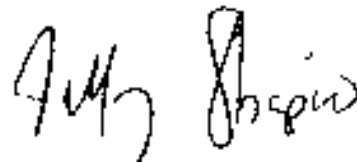
C E R T I F I C A T I O N

I, Jeffrey Shapiro, a Shorthand  
Reporter and notary public, within and for the  
State of New York, do hereby certify:

That MICHAEL BOWEN, the witness whose  
examination is hereinbefore set forth, was first  
duly sworn by me, and that transcript of said  
testimony is a true record of the testimony given  
by said witness.

I further certify that I am not  
related to any of the parties to this action by  
blood or marriage, and that I am in no way  
interested in the outcome of this matter.

IN WITNESS WHEREOF, I have hereunto  
set my hand this 14th day of October, 2018.



JEFFREY SHAPIRO